

**JAMES CITY COUNTY**  
**REQUEST FOR PROPOSAL #16-8644**

**Water and Wastewater SCADA Upgrade and System Integration**



**THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS**

**June 2016**



James City County Purchasing Office  
101-F Mounts Bay Road, Suite 300  
Williamsburg, VA 23185  
Phone: (757) 253-6646/6644  
Fax: (757) 253-6753  
Email: [kitty.hall@jamescitycountyva.gov](mailto:kitty.hall@jamescitycountyva.gov)

**JAMES CITY COUNTY, VIRGINIA  
SEALED REQUEST FOR PROPOSAL  
16-8644**

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**Title:** Water and Wastewater SCADA Upgrade and System Integration

**Issue Date:** June 1, 2016

**Due Date:** June 29, 2016 no later than 2:00 p.m. local time, at the Purchasing Office located at 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185

**Submit:** One (1) Original Proposal and Seven (7) copies, Signed Cover Page & Attachments D, E, F and G, Non Collusion Affidavit, Certification Regarding Debarment, and Safety Certification Form

**Inquiries:** All questions pertaining to this project should be directed to Kitty Hall, Purchasing Director, no later than 2:00 p.m. on June 20, 2016 in writing by email: [kitty.hall@jamescitycountyva.gov](mailto:kitty.hall@jamescitycountyva.gov). Addendum will be issued by James City County Purchasing.

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**This public body does not discriminate against faith-based organizations.**

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgement of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_

**\*State Corporation Commission Requirement per the Virginia Public Procurement Act, VPPA:**

**§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.** -- A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or proposer organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or proposer is not required to be so authorized.

C. Any bidder or proposer described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**\*Virginia State Corporation Commission ("SCC") registration information: The undersigned Proposer:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -

**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Proposer in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Proposer's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**SUBMIT ALL PAGES OF COVER SHEET**

# Request for Proposals

James City County Purchasing Office  
101-F Mounts Bay Road, Suite 300 • Williamsburg, VA 23185  
Phone: (757) 253-6646 • Email: [purchasing@jamescitycountyva.gov](mailto:purchasing@jamescitycountyva.gov)

James City County hereby seeks sealed proposals for the following:

<b>TITLE: WATER AND WASTEWATER SCADA UPGRADE AND SYSTEM INTEGRATION</b>	
<b>RFP#</b>	16-8644
<b>ISSUE DATE</b>	June 1, 2016
<b>PRE-PROPOSAL CONFERENCE</b>	June 15, 2016
<b>QUESTIONS DUE BY 2:00 PM</b>	June 20, 2016
<b>CLOSING DATE</b>	June 29, 2016
<b>CLOSING TIME</b>	2:00 p. m. EST
<b>PURCHASING DIRECTOR</b>	Kitty Hall

**Proposals may be mailed or delivered to the address listed above.**

**No proposals will be accepted after the above listed date and closing time.**

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**REQUEST FOR PROPOSAL (RFP No. 16-8644)**

**PROJECT: Water and Wastewater SCADA Upgrade and System Integration**

**LOCATION: JAMES CITY COUNTY, VIRGINIA**

**DATE: June 1, 2016**

**The Purchasing Director or her designated representative will receive sealed Request for Proposals (RFP) for the above titled Project at the office of the James City County Purchasing Office, located at 101-F Mounts Bay Road, Suite 300, Williamsburg, Virginia 23185 until 2:00 p.m. local time on June 29, 2016. Any Proposals received after the specified time and date will not be considered.**

The Work under this Project consists of providing all supervision, labor, materials, supplies, equipment, quality assurance and other related services and materials as required to upgrade the James City Service Authority's existing SCADA system including system integration, and all other related work.

RFP Documents may be examined at the James City County Purchasing Office, located at 101-F Mounts Bay Road, Williamsburg, VA 23185.

**Technical appendices for the RFP shall be distributed directly by the Purchasing Office only to potential offerors who provide certification to attend the pre-proposal conference.**

A **MANDATORY** PRE-PROPOSAL CONFERENCE will be held on June 15, 2016 at 9:00 am; local prevailing time at the JCSA Operations Center located at 119 Tewning Road, Williamsburg, Virginia 23188. All questions shall be received NO LATER THAN 2:00 PM., June 20, 2016.

All Pre-Proposal Conference attendees shall provide certification of employment on the company's official letterhead. ***This certification shall be faxed to the Purchasing Office at 757-253-6753 or emailed to [purchasing@jamescitycountyva.gov](mailto:purchasing@jamescitycountyva.gov) by the close of business on the work day immediately prior to the Pre-RFP Conference. Any potential attendee not listed on the Purchasing office's list as supplying the above certification will not be allowed to attend the pre-proposal conference at the JCSA facility. In addition, all attendees must show an up to date picture identification to attend the site visit. The Purchasing Staff will be sole judge of whether a person is cleared to attend the Pre-Proposal Conference.***

James City County does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by state or federal law.

**JAMES CITY COUNTY  
REQUEST FOR PROPOSALS**

**RFP # 16-8644**

**WATER AND WASTEWATER SCADA UPGRADE AND SYSTEM INTEGRATION**

**I. COMPETITION INTENDED:**

It is the James City Service Authority's (JCSA) intent that this Request for Proposal (RFP) for water and wastewater SCADA upgrade and system integration and related work encourages competition. It shall be the Offeror's responsibility to advise the James City County, Purchasing Director in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Purchasing Director must receive such notification not later than fifteen (15) days prior to the date set for acceptance of proposals.

**Proposal, signed cover sheet, and the completed Attachments D, E, F, and G shall be received in the James City County, Purchasing Office, 101-F Mounts Bay Road, Suite 300, James City County Government Center, Williamsburg, Virginia on **June 29, 2016 no later than 2:00 p.m.**, local prevailing time. It is the responsibility of each firm to deliver its Proposal to the County prior to the time set for receipt, regardless of what medium is used to deliver it, whether by mail or otherwise. **PLEASE TAKE SPECIAL NOTE OF THE RECEIVING ADDRESS. No Proposal shall be considered if it arrives after the time set for receipt.****

**II. PURPOSE:**

The purpose of this RFP is to obtain contract services from qualified and experienced firms to provide water and wastewater SCADA upgrade and system integration services as outlined in the RFP.

**III. STATEMENT OF NEEDS:**

The work under this RFP consists of and is not limited to providing all supervision, labor, materials, supplies, equipment, quality assurance and other related services and materials as required for the SCADA upgrade and system integration services and related work.

See Appendix 1 for the detailed Statement of Needs.

**IV. CONTRACTOR MINIMUM QUALIFICATIONS:**

Any Offeror wishing to submit a proposal and be considered for this solicitation shall have had a minimum of five (5) years of successful experience in in the design and implementation of



water and wastewater SCADA systems. The firm's designated Project Manager shall both have at least five (5) years' experience in the design and implementation of water and wastewater SCADA systems.

Offerors shall have State registration as required for this work; local in-house drafting, electrical installation and panel fabrication capabilities, design capabilities, PLC/HMI programming capabilities, and integration and engineering capabilities, or have previously established cooperative arrangements for the same.

Offerors shall be capable of providing a response time of one day to any JCSA site.

## V. TECHNICAL APPENDICES DISTRIBUTION & PRE-PROPOSAL MEETING:

**Technical appendices 3-5 for the RFP shall be distributed directly by the Purchasing Office only to potential offerors who provide certification to attend the pre-proposal conference.**

A **MANDATORY** Pre-Proposal Meeting will be held at **9:00 AM on June 15, 2016** at the JCSA Operations Center at 119 Tewning Road, Williamsburg, VA 23188, at which time Prospective Offerors may discuss the project with the representatives of the Owner.

All Pre-Proposal Conference attendees shall provide certification of employment on the company's official letterhead. This certification shall be faxed to the Purchasing Office at 757-253-6753 or emailed to [purchasing@jamescitycountyva.gov](mailto:purchasing@jamescitycountyva.gov) by the close of business on the work day immediately prior to the Pre-RFP Conference. Any potential attendee not listed on the Purchasing office's list as supplying the above certification will not be allowed to attend the pre-proposal conference. In addition, all attendees must show an up to date picture identification to attend the conference. The Purchasing Staff will be sole judge of whether a person is cleared to attend the conference.

Offerors are encouraged to carefully examine the RFP for discrepancies, errors, omissions, or ambiguities. Any questions concerning the requirements of the RFP should be directed in writing to: Kitty Hall, Purchasing Director, JCC Purchasing Office, PO 8784, Williamsburg, VA 23187-8784. Fax to (757) 253-6753 or email to [kitty.hall@jamescitycountyva.gov](mailto:kitty.hall@jamescitycountyva.gov). Written questions and requests for clarification, if any, must be received in the Purchasing Office **NO LATER THAN 2:00 pm, Monday, June 20, 2016**. To the extent the County determines to respond to such questions for Clarification, any and all responses and any supplemental instructions will be in the form of written addenda which, if issued, will be communicated to all recorded Offerors of record and posted on the Purchasing Office website <http://www.jamescitycountyva.gov/467/Bids-Requests-For-Proposals>. All addenda shall become a part of this RFP.

## VI. FAMILIARITY WITH PROPOSED WORK:

It is the responsibility of the Offeror to completely satisfy itself as to the exact nature and location(s), site layout, equipment and materials needed, vehicle access, work hours and quality

of the work and services required by the RFP. Failure to do so will not relieve the successful Offeror of their obligation to carry out the provisions of the contract.

## VII. PROJECT SCHEDULE:

Time will be of the essence for all work. The SCADA upgrade project will be completed in two or more phases. Phase 1 will serve as a pilot project and trial period. At the end of the initial phase, the performance of the successful offeror will be evaluated to determine if the firm has demonstrated satisfactory compliance with the contract terms and performance standards. JCSA shall be the sole judge of performance. Unsatisfactory performance shall result in contract termination. The first phase (Phase 1) consists of seven sites: 3 well facilities, a water pressure reducing station and 3 wastewater lift stations. This phase will be used as a training opportunity for JCSA personnel to develop the most effective and efficient methods to augment the contractor's efforts. The remaining 100 remote sites will be completed in subsequent phase(s).

The following schedule is proposed for the project. Exact dates and performance milestones will be negotiated with the successful offeror.

Contract Award - August 2016

Phase 1 Completion - June 2017

Project Complete (all sites) - June 2019

All work shall be completed, as scheduled, using a five (5) day workweek, Monday through Friday between the hours of 7:00 am and 5:00 p.m. There will be no work allowed on weekends or County holidays without prior approval by JCSA. Any deviation from the planned work schedule shall be approved in advance by the JCSA's designated representative. For a listing of approved County holidays see Section XVII of this RFP.

## VIII. JCSA PROVIDED SERVICES:

JCSA will provide site access. JCSA may have personnel assigned to witness progression of work at the discretion of JCSA. See Appendix 1 Statement of Needs for additional services to be provided by JCSA.

## IX. DESCRIPTION OF WORK:

The Contractor shall provide all materials, supplies, equipment, supervision, and labor related to the work detailed in the Statement of Needs. The Contractor shall take special care to prevent damage to equipment and related appurtenances while performing the work. In addition the Contractor shall take all necessary precautions for protecting all JCSA assets including but not limited to the building and infrastructure. Any unusual conditions discovered during performance of the work that are not covered by the Statement of Needs shall be discussed with the JCSA representative as soon as possible but at least **within 1 business day** after being discovered and before any work proceeds to address the unusual condition.

## X. INSTRUCTIONS FOR PREPARING PROPOSALS:

Proposals shall be prepared simply and economically, providing concise descriptions of services to be offered, placing emphasis on completeness and clarity. Offerors are encouraged to elaborate on their qualities and performance history including staff, experience pertinent to the scope of services for this project.

Interested firms shall **submit one (1) original (CLEARLY MARK THE ORIGINAL AS "ORIGINAL") and seven (7) copies** of their Proposal providing general background information on the firm and the following specific information in the order listed below:

- A. Proposal Format: Proposals should be as thorough and detailed as possible, such that the Offeror's capabilities to provide the required services can be properly evaluated. A table of contents and separated index tabs should be provided with pages and exhibits numbered in an organized manner. The proposal shall be limited to no more than thirty (30) numbered pages excluding the table of contents, index tabs, cover and completed Appendix 2 Pricing sheets. Each section must begin on a new page, preferably separated by an index tab. Offerors shall submit the following items:
  1. Firm and Subcontractor Information: Company Name, address, telephone/fax number, email address, Officers/principals, and a copy of the Contractor's Virginia Contractor's License. Provide same information on subcontractors. Subcontracts for cooperative work shall be submitted in the proposal for review and approval by JCSA.
  2. Experience: Provide documentation of firm and subcontractor's experience and qualifications and ability to meet the minimum qualifications established for this RFP. Present a brief outline of firm experience in water/wastewater SCADA projects. Provide a summary of the personnel the firm will assign to this project and the qualifications of those personnel.

The firm shall submit a proposal demonstrating, at a minimum, at least five (5) years of experience in the design and implementation of water and wastewater SCADA systems. The firm's designated Project Manager shall have at least five (5) years' experience in the design and implementation of water and wastewater SCADA systems.

Offerors shall have State registration as required for this work; local in-house drafting, electrical installation and panel fabrication capabilities, design capabilities, PLC/HMI programming capabilities, and integration and engineering capabilities, or have previously established cooperative arrangements for the same.

Offerors shall be capable of providing a response time of one day to any JCSA site.

Identify and describe experience with Rockwell Software RSLogix 5000 PLC programming software and Rockwell Software Factory Talk View SE 7.00 SR 9 HMI software.

Identify and describe experience with cable modem communications for data transfer between PLCs and HMI software utilizing Ethernet/IP protocol.

3. References: Provide the Owner name, address, telephone, fax number, and e-mail address of at least three (3) references for which the Offeror has provided similar services in the past five (5) years. Provide description of work performed, cost of the project, start dates and completion dates.

Projects selected shall be currently in operation and involve a PC based SCADA system which communicates with several PLC based RTUs over cable modems via Ethernet/IP protocol. Also include a list of working systems that involved the use of a FactoryTalk View SE Server for client remote access to the system.

References for the firms may or may not be contacted at the discretion of JCSA. JCSA reserves the right to contact references other than those listed or in addition to those furnished in the proposal. The Contractor shall furnish the JCSA all such information and data as may be requested for this purpose.

4. Methodology: Describe the proposed methodology and procedure for implementing and performing the water and wastewater SCADA System Upgrade. This procedure should include a brief narrative describing the method(s) the firm shall use in developing recommendations as well as the information needed. Include a discussion of concerns and suggestions for minimizing problems. Describe how this project would be successfully integrated with current and future firm workload.

Include a listing of all components (hardware and software) intended for use on the project, including manufacturer and model number.

5. Training: Include a description of all training required for successful operation of the system. This description shall include descriptions, lengths, and pre-requisite knowledge, skills and abilities.
6. Pricing: Provide completed Appendix 2 pricing sheets for Phase 1 and subsequent phase(s). This project will be a turnkey operation. Therefore, pricing shall include all supervision, materials, equipment, labor, tools, and services required to ensure proper installation and operation of the SCADA system proposed. Any items not specifically listed but required to provide a complete system shall be considered a part of the proposal.

7. Schedule: Include a time line and schedule for completion of the project. The final schedule shall be established during subsequent negotiations.

8. Warranty/Maintenance: Warranty information to include a list of personnel, with resumes, who will be designing, constructing, and providing service during and after the warranty period.

A minimum 1-year warranty shall be provided on all work performed, including labor, supervision, hardware, software, and programming. The 1-year warranty for Phase 1 shall start after all work for Phase 1 is completed and accepted by JCSA.

Firms proposing equipment from manufacturers who provide a longer warranty shall indicate the length of the warranty in their proposal.

Include information on any maintenance contract being offered.

9. Complete and submit the Safety Certification Form with the proposal. See Attachment D.

10. Complete and submit the Debarment Certification Form with the proposal. See Attachment E.

11. Complete and submit the Non-Collusion Affidavit with the Proposal. See Attachment F.

12. Complete and submit the Certification of Compliance with Immigration Laws and Regulations with the proposal. See Attachment G.

13. Listing of all Safety Violations in the past three (3) years including:

a. Willful violations, violations for failure to abate, or repeated violations, for which the Offeror was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan of any other state; or

b. Construction safety violations for which the Offeror was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan from any other state.

## XI. PROPOSAL EVALUATION

The following criteria will be used to evaluate proposals:

1. Qualifications and experience with similar projects for firm and personnel that will work on these projects. (25 points)
2. Firm's capability and evidence the Offeror has the resources to complete this work to include, on-site supervision, and personnel, equipment, facilities, and other resources, means, and methods to provide high quality, timely services and needed for all parts of this work. (25 points)
3. Methodology and narrative of how the firm would provide services, labor, equipment, and materials in completing the hypothetical example and non-binding fee proposal see Appendix 2. (25 points)
4. Proposed cost for the Phase 1 upgrade and Phase 2 unit prices and proposed schedule. (25 points)

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## XII. GENERAL TERMS AND CONDITIONS

See Attachment A. General Terms and Conditions and Instructions to Bidder.

## XIII. SPECIAL TERMS AND CONDITIONS

- A. Payment. Payment Terms shall be NET 30.
- B. Period of Service. The Contractor shall initiate and complete the work within the time period agreed upon at the start of each task assigned.
- C. Site Security/Refuse Removal/Site Restoration. The Contractor is responsible for maintaining security of all structures, materials, and equipment against unauthorized use, theft and vandalism and the site kept clean and secured on a daily basis.
  - (1) Upon completion of the Contractor's work, and prior to final acceptance and payment, the Contractor shall restore the area to its original condition.

- (2) The Contractor shall be responsible for the security and safety of all project facilities including, but not limited to, all equipment, materials, site structures, and construction thereon associated with their work. All security measures deemed necessary by the Contractor to comply with this requirement shall be at the Contractor's expense at no additional cost to the Owner.
- D. License Requirement. All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from the requirement. Questions concerning the BPOL Tax should be directed to the Office of the Commissioner of the Revenue, at (757) 253-6695.
- E. Procedures. The extent and character of the services to be performed by the successful Offeror (Contractor) shall be subject to the general control and approval of the JCSA's Water Production Superintendent or his designee. Any change to the contract will be made through the issuance of written Contract Change Order signed by the County Administrator.
- F. Safety. The Contractor and subcontractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. The requirement will apply continuously and not be limited to normal working hours. See also Attachment D for the Safety Certification Form.
- (1) The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act (OSHA) and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents. In particular, strict adherence to the following standards are required:
- (a) OSHA 29 CFR Part 1910: Occupational Safety and Health Standards.
- (b) OSHA 29 CFR Part 1926: Safety and Health Regulations for Construction.
- G. Insurance. The Contractor shall provide and keep in full force and affect during the performance of the Work the kinds and amounts of insurance specified below and shall comply with all other provisions of this Section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia, and regulated by the Virginia Bureau of Insurance. All premiums and other costs of such insurance shall be paid by the Contractor. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the Work includes the premiums and other such costs of such insurance, and the Owner shall not be responsible therefore. Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the State and shall be countersigned by duly authorized agents of such companies. The Contractor shall not be required to furnish the Owner with copies of the insurance contracts required by this Section unless requested from



time to time by the Owner; but the Contractor shall provide on forms furnished by the Insurance Company or Owner a Certificate of Insurance issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance; (provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia) that it will not be canceled unless at least thirty days' prior notice to the effect is given to the Owner, anything in such insurance contract to the contrary notwithstanding, and that the insurance contract has been endorsed accordingly.

The Contractor shall provide the certificate of insurance to the Owner within 10 Days following the Notice of Award.

(1) Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

(2) Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

(3) Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

(4) Excess Liability Including Employers Liability, Commercial Auto Liability, and Commercial General Liability.

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

- (a) Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents.



Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

- (5) The Contractor shall be responsible for securing the work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.
- (6) James City County and James City Service Authority shall be endorsed as an Additional Insured on the Commercial General Liability per ISO CG 2010 on a primary basis. The Contractor shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

H. Performance and Payment Bonds. The Successful Offeror shall execute and provide to the Owner, within **10 Days** following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted offer for the specified project Phase. The sureties of all Bonds shall be of such Surety Company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached. All Bonds shall be in the form prescribed by the Contract Documents (see Attachment D for Performance and Payment Bonds) except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U. S. Treasury Department.

- I. Liquidated Damages. It is mutually understood and agreed by and between the parties to the contract that in the execution of the contract, time is an essential element of the contract, and it is important that the work be pressed vigorously to completion.

If the successful Offeror (Contractor) shall neglect, fail or refuse to complete any Phase of the work within the agreed schedule of time, then for each calendar day that any work shall remain uncompleted after the end of the agreed work assignment schedule time, \$500.00 will be assessed by the Owner, not as a penalty, but as a predetermined agreed liquidated damage.

The Owner has the right to deduct said liquidated damages from any money in the Owner's hands, otherwise due, or to become due, to said Contractor, and to sue for and recover any additional compensation for damages for nonperformance of the Contract at the time stipulated and provided for in the Contract Documents.

The assessment of liquidated damages for failure to complete the work within the time stipulated in the contract work schedule for each task assigned, thereof shall not constitute a waiver of the Owner's right to collect any additional damages, which the Owner may sustain, by failure of the Contractor to carry out the terms of the Contract.

#### XIV. PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for JCSA pursuant to this RFP shall belong exclusively to the Owners and be subjected to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of the section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. Offerors should indicate on the **Request for Proposal Cover Sheet** the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

#### XV. CONTRACTUAL AGREEMENT

The resulting contract from this RFP shall be for a multi-year period work schedule as detailed in the RFP. Completion dates shall be established for all project phases.

The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein will be incorporated into the Standard Contract (Sample Provided as Attachment "C" along with the RFP, any addenda and modifications thereto. Any concerns regarding the Standard Contract shall be addressed within the proposal response.

The Offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful Offeror of his obligations to provide all supervision, supervision, labor, materials, supplies, equipment, quality assurance and other related services and materials as required for work in accordance with the Contract Documents.

#### XVI. AWARD AND EXECUTION OF AGREEMENT

- A. **Notice of Award.** A Notice of Award will be issued by the Owner, or the proposals rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of the Proposal. The Owner may, in its sole discretion, release any Offer, prior to that date, or extend the acceptance period an additional 90 days with the consent of the successful Offeror. The Owner reserves the right to waive any informality or technical defects, to reject any and all Offers

in whole or in part, and may advertise for new Proposals if, in its judgment, the best interests of the Owner will be served.

- B. **Signing of Agreement.** When the Owner gives a Notice of Award to the successful Offeror, it will be accompanied by 2 original copies of the Agreement, with all other written Contract Documents attached. Within 10 Days thereafter the Offeror shall sign and deliver the required number of copies of the Agreement and attached documents to the Owner with the required Bonds and Certificate of Insurance. Within 30 Days thereafter the Owner shall deliver one fully signed copy to the Offeror. If the successful Offeror fails to execute the Agreement within the time specified, the Owner, at its discretion, may award the Work to the second successful Offeror, or reject all proposals.

## XVII. HOLIDAYS

The Contractor shall receive approval of the Owner, in advance, of any work to be performed on Weekends or Holidays. James City Service/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

## XVIII. ADDITIONAL INFORMATION:

- A. The following information is available for the Contractor's information and use.

- (1) Attachment A: General Terms and Conditions
- (2) Attachment B: Notice of Award
- (3) Attachment C: Agreement

- (4) Attachment D: Safety Certification Form
- (5) Attachment E: Certification Regarding Debarment
- (6) Attachment F: Non-Collusion Affidavit
- (7) Attachment G: Certification of Compliance with Immigration Laws and Regulations
- (8) Attachment H: Notice to Proceed
- (9) Appendix 1: Statement of Needs
- (10) Appendix 2: Pricing
- (11) Appendix 3: Electrical Plans & PLC Modification Drawings
- (12) Appendix 4: PLC I/O List
- (13) Appendix 5: SCADA System Architecture Drawing

## **ATTACHMENT A – GENERAL TERMS AND CONDITIONS**

## JAMES CITY COUNTY

### GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS

These CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all bidders or offerors and are incorporated by reference in all contracts resulting from any written Request for Quotes, Invitation to Bid or Request for Proposals issued, collectively the ("Request"), to which they are attached. Use of the term "bid" in these General Terms & Conditions and Instructions to Bidders is not intended to be restricted to an Invitation to Bid and shall also affect written Request for Quotes, Invitation to Bid or Request for Proposals. The Purchasing Office is responsible for the purchasing activity of James City County, a political subdivision of the Commonwealth of Virginia, and the James City Service Authority, herein referred to collectively as "James City County" or "County". Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation including the County Purchasing Policy and the County Purchasing Manual, bids/proposals on all solicitations issued by the Purchasing Office will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**Cooperative Purchasing**--James City County issues this solicitation in accordance with Section 2.2-4304 of the Virginia Public Procurement Act and Chapter 1, Section 5 of the James City County Purchasing Policy, and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other public bodies, governmental jurisdictions and school divisions.

Bidders/Offerors are advised that all resultant contracts will be extended, with the authorization of the bidder/offeror, to other public bodies, governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. James City County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the public bodies, jurisdictions and political subdivisions of the availability of the contract.

Each participating public body, jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

James City County shall not be held liable for any costs or damages incurred by another public body or jurisdiction as a result of any award extended to that public body, jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible offeror during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members.

City of Chesapeake  
City of Hampton  
City of Newport News  
City of Norfolk  
City of Portsmouth  
City of Virginia Beach  
City of Williamsburg  
County of Gloucester  
County of James City  
County of King William  
Thomas Nelson Community College  
Newport News Redevelopment & Housing  
DDS Tidewater Regional Office  
Revised 7/22/10

Newport News Public Schools  
Williamsburg/James City County Public Schools  
York County Public Schools  
Christopher Newport University  
College of William & Mary  
Norfolk State University  
Tidewater Community College  
Jamestown/Yorktown Foundation  
Southeastern Public Service Authority  
County of York  
Portsmouth Redevelopment & Housing  
CAS Norfolk Regional Office

1. **AUTHORITY AND COOPERATIVE PURCHASING**-The County Purchasing Director has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by James City County. In the discharge of these responsibilities, the County Purchasing Director may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Director, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of James City for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. **COMPETITION INTENDED:** It is the County's intent that this solicitation permit competition. It shall be the Bidder's/ Offeror's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Director must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### **CONDITIONS OF BIDDING**

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.

4. **USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official James City County form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the bid/proposal if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected. James City County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified. The County shall not be responsible for any errors or omissions of the bidder/proposer. The solicitation shall be signed by a representative authorized to legally bind the firm. By signing the solicitation, the bidder/ offeror agrees to the terms and conditions of the solicitation and certifies that they have inspected the job site(s) and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the County.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/ PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

James City County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/ Offeror to ensure their bid/proposal reaches the Purchasing Office by the designated date and hour.

a. The official time used in the receipt of bids/ proposals is that time stamped by the automatic time stamp machine in the Purchasing Office. Date/time stamps marked after the designated time of receipt will be rejected.

- b. Late bids/proposals/modifications will be returned to the Bidder/ Offeror UNOPENED, if solicitation number, acceptance date and Bidder/ Offeror's return address is shown on the container.
- c. If the County closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- d. Vendors may modify their bids prior to the date and time specified for the bid opening. Facsimile modification of bids shall not be accepted unless the solicitation allowed such submission.

6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A bidder/ offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/ Proposals may be withdrawn on written request from the Bidder/ offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/ proposals after opening of such bids/ proposals but prior to award shall be transmitted to the County Purchasing Director, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. Bids/ proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder/ offeror as a result of the breach or nonperformance of such contract or purchase order.

No Bid/ Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/ Proposal of the same bidder/ offeror or of another bidder/ offeror in which the ownership of the withdrawing bidder/ offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/ offeror who is permitted to withdraw a bid/ proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/ proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/ proposals must be initialed by the bidder/ offeror. Carelessness in quoting prices, or in preparation of bid/ proposal otherwise, will not relieve the Bidder/ Offeror of his responsibilities to provide the good or service. Bidders/ Offerors are cautioned to recheck their bids/ proposals for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/ proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1  
IFB/RFP NUMBER  
TITLE  
BID/PROPOSAL DUE DATE AND TIME**

**VENDOR NAME AND COMPLETE MAILING ADDRESS  
(RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offoror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance. At the end of the ninety (90) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offoror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **PRICING:**
  - a. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the County or Bidder.
  - b. Prices should be stated in units of quantity as specified in the bid form.
  - c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
  - d. Bid prices shall be for complete installation ready for the County's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
  - e. When an annual contract is not requested by the County, and the bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.
11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part if the price, quality, quantity, delivery, necessary assurances, performance of the contract and other factors deemed important to the solicitation will be affected.
12. **OPENING:** At the time fixed for the opening of responses to a bid, all bids will be opened and the names of the bidders and the amount bid shall be read aloud and made readily available to the public.

If a public opening of a Request for Proposals is held, only the names of the offerors will be read publicly.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work,

materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

15. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offoror.
16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offorors certify that they are not currently debarred by James City County, the Commonwealth of Virginia, the Federal Government, any local government or government agency/entity/authority from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by James City County. By submitting their bids/proposals, all Bidders/Offorors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offoror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offoror certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder/Offoror, and that no person associated with the Bidder/Offoror has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.
18. **PERFORMANCE BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at a time of or prior to execution of the contract.
19. **NO CONTACT POLICY:** No Bidder/Offoror shall initiate or otherwise have contact related to the solicitation with any County employee, other than the Purchasing Office, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offoror with any County representative, other than the Purchasing Office, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offoror from this procurement process.
20. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included a list of any business and professional licenses, permits, or fees required by James City County or the Commonwealth of Virginia.

**SPECIFICATIONS**

21. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable James City County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in



competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data to enable James City County to determine if the product offered meets the requirements of the solicitation may result the bid being declared non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

22. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
23. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **EQUIPMENT STANDARDS.** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
25. **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by James City County as to the total amount that may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.

#### **AWARD**

26. **AWARD OR REJECTION OF BIDS:** The Purchasing Director shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Director reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of James City County. The Purchasing Director reserves the right to negotiate with the lowest responsive, responsible bidder should bids exceed available funds. The Purchasing Director shall reject the bid if the bidder is deemed to be a non-responsive or non-responsive bidder.
27. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** James City County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to James City County all such information and data for this purpose as may be requested. James City County reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the

Bidder's/Offeree's capabilities. James City County further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy James City County that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

28. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Code of Virginia § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.
29. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors, in addition to price (as they apply), shall be a consideration in the award decision:
- The quality of performance/workmanship of previous contracts, services or products, or references which attest to other specific experiences;
  - The timely completion of previous contracts or services or the timely delivery of past orders; or references which attest to other specific experiences;
  - The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services;
  - The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract;
  - The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts;
  - The resale value, life cycle costing, and value analysis of a product;
  - The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required;
  - Delivery of a product and timely completion of a project as stated by vendor in bid;
  - Substantial compliance or noncompliance with specifications set forth in bid as determined by the County;
  - Product or parts inventory capability as it relates to a particular bid; and
  - Results of product testing.

#### **CONTRACT PROVISIONS**

30. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court or General District Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
31. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this contract, vendor certifies that it does not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the federal Immigration Reform and Control Act of 1986, as amended.
32. **OBLIGATIONS OF COUNTY AND CONTRACTOR:** County: The County shall furnish to the contractor all available

information as listed in the solicitation that may be useful for the contract work. The County shall assist the contractor in obtaining access to enter upon public and private property as required to perform the contract work. The County shall designate a representative who shall serve as the principal contact and give direction to the contractor throughout the duration of the contract. Contractor: The contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors, required to perform and complete the Scope of Work.

33. **CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications, estimates and summaries given to or prepared or assembled by the contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the contractor without prior written approval of the County. All of these items shall become the property of the County upon payment of fees as required by the contract.
34. **REPORTS OF WORK:** The County and the contractor shall schedule progress meetings at appropriate intervals throughout the duration of the contract. These meetings shall provide for the exchange of information related to the status of the Scope of Work, anticipated progress and any problems that have occurred.
35. **ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to James City County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by James City County under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Director and/or investigation for Anti-Trust violations.
36. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter. For construction projects, the County may retain five percent (5%) of the total amount of each partial progress payment to assure faithful performance of the contract by the contractor. The County will release all retainage upon final payment.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
37. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from James City County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - To notify James City County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from James City County, except for amounts withheld as stated in b above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These

provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of James City County.

38. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Director.
39. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, James City County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which James City County may have.
40. **AVAILABILITY OF FUNDS:** It is understood and agreed between the contractor and the County herein that the County shall be bound hereunder only to the extent of the funds available or which hereafter become available for the purpose of the contract.
41. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to James City County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and the Code of Virginia § 2.2-4311, as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts shall be subject to audit by the public body. (Code of Virginia § 2.2-4343.1.E).

In every contract over \$10,000 the provisions in a and b below apply:

- During the performance of this contract, the Contractor agrees as follows:
    - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
42. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitations or award of this contract because of race, religion, color, sex,

national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, James City County shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, service, or disbursements from an alternative provider.

43. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

44. **PRECEDENCE OF TERMS:** In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.

45. **CHANGES TO THE CONTRACT:** There shall be no extra work allowed on the contract without prior written authorization in the form of a change order signed by the Purchasing Director or the County Administrator. No officer, agent or employee of the County is authorized to give verbal instructions to increase the Scope of Work and the contractor shall not use verbal instructions as the basis for additional costs. Changes can be made to the contract in any of the following ways by the issuance of a Change Order:

a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. James City County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods.

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Office within thirty (30) days from the date of receipt of the written order from the Purchasing Office. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of the contract.

Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater, without the advanced written approval of the Board of Supervisors.

46. **AUTHORIZATION TO TRANSACT BUSINESS, STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE) AND COUNTY BUSINESS LICENSE:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, telephone (757) 253-6698.

47. **PROPRIETARY INFORMATION:** Section 2.2-4342F of the Code of Virginia states: "Trade secrets of proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary." Declaring an entire bid or proposal response as proprietary is unacceptable.

48. **INDEMNIFICATION:** The Contractor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Contractor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

49. **NOTICE OF REQUIRED DISABILITY LEGISLATION:** The County government is required to comply with State and Federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) of 1990 Title II and the Virginia with Disabilities Act of 1990. Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II or the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

50. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

51. **Non-Responsive Performance:**  
Delivery Delays: James City County reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract. Unacceptable Deliveries (Rejections): Upon notification by James City County that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by James City County, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by James City County. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of James City County within ten (10) days of notification. Rejected goods and/or service deliverables not removed from James City County premises within ten (10) days will be regarded as abandoned, shall become the property of James City County, and James City County shall have the right to dispose of such items. James City County Purchase From Alternate Sources: James City County reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse James City County promptly for excess costs incurred by James City County for such purchases. Any such purchases will be deducted from the contract amount. In the event James City County cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.  
Liability: Successful Bidder shall be liable to James City County for all costs incurred by James City County as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be

limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by James City County due to non-responsive performance of Successful Bidder.

52. **BREACH OF CONTRACT:** Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within five (5) calendar days from the date of the Owner written notice or such other time frame, greater than five (5) calendar days, specified by the JCC Contract Administrator in the notice. Successful Bidder fails to submit a written response to the Owner notification of noncompliance within five (5) calendar days after the date of the Owner notice. All notices under this contract shall be submitted, either by fax, email or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of Owner in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

53. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party. Upon receipt of a notice of termination, the contractor shall cease all work underway on behalf of the County unless advised by the County to do otherwise. In the event of termination, Contractor shall be compensated only for the services as set forth in the contract provided to the satisfaction of the County and expenses incurred as of the date of termination. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the County, without the required thirty (30) days advance notice, then the County shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default paragraph of these General Conditions, the County may hold the contractor responsible for any resulting additional purchase and administrative costs. Any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

54. **CONTRACTOR RESPONSIBILITY FOR COUNTY PROPERTY:** The Contractor shall be responsible for damages to County property caused by work performed by itself or its subcontractors. The Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in their current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor

shall be replaced or remedied by the Contractor, to the satisfaction of the County, at the Contractor's expense.

55. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
56. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately," and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
57. **INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of James City County or James City Service Authority; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the County shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the County for its employees.
58. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Director. In the event that the contractor desires to subcontract some part of the work, the contractor shall furnish the Purchasing Director the names, qualifications and experience of the proposed subcontractors. The contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.
59. **HOLIDAYS:** The Contractor shall receive approval of the County, in advance, of any work to be performed on Holidays. James City Service Authority/James City County observes the following Holidays:

New Year's Day	1 <sup>st</sup> day of January
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> day in July
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	11 <sup>th</sup> day in November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	24 <sup>th</sup> day in December
Christmas Day	25 <sup>th</sup> day of December

#### DELIVERY PROVISION

60. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein.

Deliveries must be made within the hours of **8:00 a.m. – 3:00 p.m.** Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

61. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, and a physical inspection is made and material is requested or rejected, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
62. **TESTING AND INSPECTIONS:** James City County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
63. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Office when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
64. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
65. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the County.
66. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number/Contract Number
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

67. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the County and if not used in testing or destroyed, will, upon request, be returned at the bidder's expense.

#### **BIDDER/CONTRACTOR REMEDIES**

68. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/ Offeror who desires to protest the award or decision to award a contract, by James City County shall submit such protest in writing to the County no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Director shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.

69. **DISPUTES:**  
Claims. Written notice of the Contractor to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such claims, whether for money or other relief, shall be submitted in writing to the County's Purchasing Director no later than sixty (60) days after final payment. The Purchasing Director shall give written notification of the final decision on such claim to the Contractor within thirty (30) days of the date the claim was received. The Contractor may not institute legal action before receiving the Purchasing Director's final written decision, unless the Purchasing Director fails to render such decision within the specified time. Pendency of claims shall not delay payment of amounts agreed due in the final payment. (Code of Virginia, § 2.2-4363).

Claims Relief. Under certain circumstances beyond the control of the Contractor, such as acts of God, sabotage, and fire or explosion not caused by negligence of the Contractor or its agent, the Purchasing Director may extend the time limit for performance required by this Contract. Any such extension must be issued in writing and signed by the Purchasing Director.

**ATTACHMENT B – NOTICE OF AWARD**

ATTACHMENT B

NOTICE OF AWARD (xxxxxxx)

TO: \_\_\_\_\_

PROJECT DESCRIPTION: Water and Wastewater SCADA Upgrade and System Integration

The Owner has considered the proposal submitted by you for the above described Work in response to its Request for Proposals dated XXXXXXXX

You are hereby notified that your proposal has been accepted for the Work in the amount of \_\_\_\_\_.

You are required by the terms of the Bid Documents to fully execute and return **Two (2)** copies of the Agreement along with the required **Contractor's Performance Bond, Payment Bond, as** outlined in the Bid Document **and Certificate of Insurance** as soon as possible, but within 10 Days from the date of this Notice of Award. ***In addition, Please provide a copy of your Contractor's License. Insurance should provide coverage per Request for Proposals, Section XIII, paragraph G***

If you fail to execute the Agreement and to furnish said Bonds and Certificate of Insurance within **Ten (10)** Days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner. The Notice of Award shall not be construed as notice to proceed.

Dated this XXXXX day of XXXXX, 2016.

**JAMES CITY SERVICE AUTHORITY**  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE



RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:

BY: \_\_\_\_\_ (CONTRACTOR)

TITLE: \_\_\_\_\_

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

## **ATTACHMENT C – AGREEMENT**

**ATTACHMENT C**  
**AGREEMENT (XXXXXXXXXXXXXX)**

This AGREEMENT, dated this \_\_\_**th** day of **XXX, 2016**, by and between **James City Service Authority** hereinafter called the Owner; and **XXXXXXXXXX** (a corporation or an unincorporated organization organized and existing under the laws of the State of **Virginia** or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

**A. Scope of Work: Water and Wastewater SCADA Upgrade and System Integration**

The Contractor shall perform all required Work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the **Project and the aforementioned Scope of Work** all in strict accordance with the Drawings and Specifications, including any and all Addenda, and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said Work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

**B. Project Manager**

This Project has been designed by **James City Service Authority**. \_\_\_\_\_, will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. In the event the Owner should not require the services of the Project Manager for any or all parts of the Project, the power, duties, and responsibilities conferred hereto to the Project Manager shall be construed to be those of the Owner or his authorized representative.

**C. Guarantee**

All materials and equipment, furnished by the Contractor, and all Contractor services involved in this Contract shall be and the same all hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the Work. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. The guarantee shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as determined through negotiations and as attached hereto.

The Contract Price is \_\_\_\_\_ (\$ \_\_\_\_\_ )

Based upon unit and/or lump sum prices extended as here in contained and in attachments.

E. Payments

The Owner will pay the Contract Price to the Contractor in milestone payments upon submission of a properly documented invoice approved by the Owner.

F. Time

The undersigned Contractor agrees to commence Work as directed in the Notice to Proceed.

G. Applicable Law/Compliance

1. Applicable Law

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with all Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of Work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

3. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the **James City County**.

4. Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any clean-up activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this contract or related activities, shall be paid by the Contractor.

5. Non-Discrimination/Drug-Free Workplace Provisions

- (a) Employment discrimination by Contractor shall be prohibited. **By submitting their bids, Bidders certify to James City County/James City Service Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 43.2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia § 43.2.2-4343.1.E.)** During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - (iv) Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will provide a drug-free workplace for Contractor's employees.

- (ii) Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (iii) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- (iv) Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (v) **For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.**

#### H. Liquidated Damages

The Contractor shall commence work as established in the Notice to Proceed. The Contractor specifically recognizes that a delay in achieving work by the Final Completion Date will necessarily cause damages, losses, and expenses to the Owner including, but not limited to, and by way of illustration only:

- increased capitalized costs and interests for the project
- increased and extended project overhead
- increased costs of repairs
- increased and extended operation costs
- inefficiencies and loss of productivity

All parties recognize and acknowledge that said damages, losses, and expenses might not be readily identifiable or ascertainable at the time they occur or at any future time. Therefore, and in recognition of these factors and the likelihood that actual damages from such a delay will not be readily ascertainable, Five Hundred Dollars (\$500.00) a day shall be set as Liquidated Damages, for the period beginning on April 1 and extending through the actual date of Completion.

#### I. Component Parts of the Contract

This Agreement includes all completed components of the Request for Proposals (RFP), General and Special Terms and Conditions, any Addenda, the successful offeror's proposal, and any subsequent negotiated terms, "The Contract Documents", all of which are incorporated herein by reference..

**J. Binding**

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day  
And first above written in **(TWO)** counterparts each of which shall for all purposes be deemed an original.

**OWNER**

**CONTRACTOR**

*Owner*

*Contractor*

By: \_\_\_\_\_  
*Name*

By: \_\_\_\_\_  
*Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address: **Purchasing Office**  
**James City County**  
**P. O Box 8784**  
**Williamsburg, Virginia 23187-8784**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor No.: \_\_\_\_\_

(If Contractor is a corporation or an  
unincorporated organization, attach evidence of  
authority to sign)

*[Corporate Seal]*



## PERFORMANCE BOND

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Contractor and \_\_\_\_\_ a corporation duly  
organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter  
called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety,  
are held and firmly bound unto \_\_\_\_\_ as Owner, in the sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money  
of the United States of America, for payment of which, well and truly be made to the Owner, the  
Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the  
Owner dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly,  
and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor  
arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and  
shall assure all guarantees against defective workmanship and materials, including the guarantee period  
following final completion by the Contractor and final acceptance by the Owner and comply with all the  
covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be  
performed by the Contractor, in the manner and within the times provided in the Agreement, and shall  
fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or  
failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in  
making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any  
action arising out of or in connection with any such default, then this obligation shall be void; otherwise  
to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns,  
hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the  
Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time  
required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any  
part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any  
such change, extension of time, alteration, addition to the terms of the Contract Documents or any such  
payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

## PAYMENT BOND

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Contractor and \_\_\_\_\_ a corporation duly  
organized and existing under and by virtue of the laws of the State \_\_\_\_\_, hereinafter  
called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety,  
are held and firmly bound unto \_\_\_\_\_ as Owner, in the sum  
of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America,  
for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind  
themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the  
Owner dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the  
Work provided for in the Agreement, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools  
consumed, used or rented in connection with the construction of the Work, and all insurance premiums on  
the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this  
obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work  
to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive  
notice of any such change, extension of time, alteration, or addition to the terms of the Contract  
Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: \_\_\_\_\_(Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_(Seal)

\_\_\_\_\_  
Attest

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

**ATTACHMENT D – SAFETY CERTIFICATION FORM**

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RFP 16-8644

James City County/James City Service Authority (JCSA)

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**ATTACHMENT D**

**SAFETY CERTIFICATION FORM**

To: James City Service Authority

Project Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

Project Safety Responsibility (Name) \_\_\_\_\_

Number \_\_\_\_\_

Emergency Contact (Name) \_\_\_\_\_

Number \_\_\_\_\_

The undersigned hereby attests that the project has been carefully evaluated for the Safety risks it presents and all safety procedures required based on these risks by Virginia Occupational Safety & Health, referenced in the bid document, will be implemented. Virginia Occupational Safety & Health and all other applicable Federal, State and local laws referenced in the Bid Document, will be implemented.

All workers on this project will be properly trained on the use of safety equipment and safe work practices.

By: \_\_\_\_\_

(Type Name Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ATTACHMENT E – CERTIFICATION REGARDING DEBARMENT**

## **ATTACHMENT E**

### **CERTIFICATION REGARDING DEBARMENT**

This is to certify that this person/firm/corporation is not now barred from bidding on Projects by any agency of the Commonwealth of Virginia or the United States of America, and that this person/firm/corporation is not a part of any firm/corporation that is now barred from bidding on contracts by any agency of the Commonwealth of Virginia or the United States of America.

---

Name of Official

---

Title

---

Firm or Corporation

---

Date



**ATTACHMENT F – NON-COLLUSION AFFIDAVIT**

**ATTACHMENT F**  
**NON-COLLUSION AFFIDAVIT**

( James City County/James City Service Authority ) Virginia project:

Water and Wastewater SCADA Upgrade and system Integration

Proposal Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
**James city County/James City Service Authority**

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid,

\_\_\_\_\_ who having been first duly sworn according to law, did depose and aver as follows:

(a) That he/she

is \_\_\_\_\_  
(Owner, Partner, President, etc.)

of

\_\_\_\_\_

*(Insert name of Offeror)*

(b) That he/she is personally familiar with the Request for Proposals (RFP) of JCSA submitted in connection with the above captioned Owner's project.

(c) That said proposal was formulated and submitted in good faith as the true proposal of said Offeror.

1. In preparation and submission of this RFP, the offeror did not either directly or indirectly, enter into any combination or agreement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman act (15 U.S.C. Section 1) or sections 59.1-9.1 through 59.1-9.17 or sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

2. The undersigned Offeror hereby certifies that neither this Bid nor any claim resulting there from, is the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for or employed by the Owner has any personal interest in this proposal.
3. The undersigned hereby further agrees that upon request of the Owner, the records and books pertaining to this proposal will be voluntarily supplied, furnished, and released to the Owner.
4. The undersigned hereby further certifies that the Bidder has not knowingly falsified, concealed, misled, or covered up by any trick, scheme, or device a material fact in connection with this bid. The undersigned also certifies that the Bidder has not made any false, fictitious, or fraudulent statements or representations or made or used any false writing or documents knowing the same to contain any false, fictitious, or fraudulent statement or entry in connection with this Bid.
5. The undersigned further agrees that the Offeror will comply with section 2.2-4374 of the Code of Virginia, 1950, as amended, and has not bought or purchased any equipment from any person employed by the Owner as an independent contractor to furnish architectural or engineering services for this Project, nor from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.
6. The undersigned further agrees to require all subcontractors, consultants, sub-consultants, or any other persons, corporations, or legal entities providing or furnishing labor, material, equipment or work related to this project to execute this anti-collusion statement as a condition of payment. This paragraph is expressly limited to those in a direct contractual relationship with the undersigned of over \$10,000 except those persons whose only direct contractual agreement with the undersigned is an employment contract.
7. All Covenants and Agreements made by the Contractor are made by it on behalf of the Contractor and its successors, personal representatives and assigns, the same as if they had been specifically named in each instance.

And further this deponent saith not.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

My commission expires: \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public

**ATTACHMENT G – CERTIFICATION OF COMPLIANCE WITH IMMIGRATION  
LAWS AND REGULATIONS**

## ATTACHMENT G

### CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

This sworn certification of compliance with all federal immigration laws and regulations is provided by \_\_\_\_\_(Name of Firm) . These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City/County of \_\_\_\_\_ or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

*Type or print legibly when completing this form.*

Legal Name of Contractor: (Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number)

Type of Business Entity:

Sole proprietorship (*Provide full name and address of owner*):

Limited Partnership (*Provide full name and address of all partners*):

General Partnership (*Provide full name and address of all partners*):

Limited Liability Company (*Provide full name and address of all managing members*):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address:

Number of Employees:

**Are all Employees Who Work in the United States Eligible for Employment in the United States?**

Under penalties of perjury, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ on behalf of \_\_\_\_\_ as  
evidenced by the following signature and seal:

Name of Contractor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA:

City/County of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by

Notary Public \_\_\_\_\_

Registration No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT H – NOTICE TO PROCEED**



**ATTACHMENT H**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PROJECT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the Work within \_\_\_\_\_ Days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_\_\_.

Liquidated damages as stipulated in the Bid Form, in the amount of \$\_\_\_\_\_per Day will be assessed by the Owner for failure of the Contractor to complete the Work on or before the Date of Completion stated above or as may be modified by duly executed Change Orders.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_

this the \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

# **APPENDIX 1-STATEMENT OF NEEDS WATER AND WASTEWATER SCADA UPGRADE AND SYSTEM INTEGRATION**

## **I. BACKGROUND**

The James City Service Authority (JCSA) was created in 1969 to acquire, construct, operate and maintain an integrated water system and sewer collection system in JCSA (County). The JCSA serves approximately 77% of the total County population of 77,325 within the Primary Service Area (PSA).

The JCSA's water system includes the central water system and Five Forks Water Treatment Facility with 10 water production facilities, and 8 independent water production facilities that are located outside the PSA. There are approximately 402 miles of water transmission and distribution lines throughout the entire system. The water system facilities supply approximately 4.7 million gallons of water per day to 21,246 water customers.

The JCSA's sewer system includes 76 pump stations with approximately 435 miles of sewer collection lines. The sewer system facilities collect and move approximately 5.1 million gallons of sewage per day for 22,955 sewer customers. The JCSA has no sewage treatment facilities. Sewage treatment for areas served by the JCSA, as well as for other Hampton Roads communities, is provided by the Hampton Roads Sanitation District (HRSD).

The existing Supervisory Control and Data Acquisition (SCADA) system was implemented in three phases from 1998 to 2002 through contracts with Hartwell Engineering and Systems East. The current SCADA system allows JCSA to monitor and control specific components and equipment at each of the JCSA's 107 remote sites (76 sewer, 30 water, 1 central operations) including the Five Forks reverse osmosis water treatment plant. Each site has an Allen-Bradley SLC 5/03 or 5/05 PLC and a Verizon ISDN digital line for communication to the Tewning Road Operations Center, with the exception of several sites that use Ethernet connections.

## **II. PROJECT OVERVIEW**

JCSA desires to receive proposals from specialized contractors to upgrade its existing SCADA system. The contractor proposing on this project shall be a firm specializing in the design, programming, implementation and system integration of SCADA Systems utilizing Allen-Bradley Logix PLCs and Rockwell Software FactoryTalk View SE HMI software. The successful contractor will hereafter be referred to in this RFP as the Integration Specialist.

Under this project, JCSA is switching their SCADA communications from ISDN-based digital line communications to Cox Business Internet fiber communications. Verizon Wireless may be used at selected sites if the Cox construction cost at individual sites is cost-prohibitive when compared to site criticality. For security purposes Cox Business Internet communications will require the installation of a small VPN Router/Firewall device at each remote location. Cable modems will be supplied by Cox for each Cox supplied remote site. JCSA will provide wireless modems at sites served by Verizon Wireless. No VPN switch is required at sites served by Verizon Wireless since Verizon will provide a secure private network. It is assumed a larger VPN Router/Firewall device will be required at the Tewning Road Operations Center in order to handle the large number of remote sites. Cox fiber optic

cable service will be installed at the Tewning Road facility with an initial bandwidth of 20 MB. This bandwidth may be increased in the future if deemed necessary.

In conjunction with the communications changeover, JCSA will also be replacing aging Allen Bradley SLC 5/03 and 5/05 PLCs at the remote sites with new CompactLogix PLCs. New Rockwell Software RSLogix 5000 PLC programming software shall be provided to program the new CompactLogix PLCs. The new CompactLogix PLCs shall communicate with the HMI software (FactoryTalk View SE 7.00 SR 9) at the Tewning Road Operations Center via Ethernet/IP protocol utilizing VPN Routers and Cable modems.

The SCADA upgrade project will be completed in two or more phases. Phase 1 will serve as a pilot project and trial period. At the end of the initial phase, the performance of the Integration Specialist will be evaluated to determine if the firm has demonstrated satisfactory compliance with the contract terms and performance standards. JCSA shall be the sole judge of performance. Unsatisfactory performance shall result in contract termination. The first phase (Phase 1) consists of seven sites: 3 well facilities, a water pressure reducing station and 3 wastewater lift stations. This phase will be used as a training opportunity for JCSA personnel to develop the most effective and efficient methods to augment the contractor's efforts. Remaining sites will be completed in subsequent phase(s). JCSA reserves the right to perform SCADA upgrade and system integration work at selected remote sites.

See Appendix 3 for control panel modification drawings, Appendix 4 for PLC I/O lists for each facility to be included in Phase 1 and Appendix 5 for a SCADA System Architecture drawing.

- W-5 (Well/Booster Station w/Ground Storage, Disinfection & Remote Well W-6)
- W-6 (Remote Well for W-5)
- W-39 Independent System (Well/Booster Station w/Ground Storage & Disinfection)
- PRV-2 (Pressure Reducing Valve)
- LS 2-8 (Smith & Loveless)
- LS 3-3 (Wet Well/Dry Well) and
- LS 3-9 (Smith & Loveless Series Mounted Pumps)

Remaining sites to be completed in later phase(s) are summarized in the chart below. Three well sites currently served by SCADA are scheduled to be abandoned.

PHASE 2 SCADA INTEGRATION	
Well Facilities	
Type	Number
Booster Station with Ground Storage	2
Elevated Tank	2
Five Forks 5 MGD Reverse Osmosis Groundwater Treatment Facility	1
Independent System (Well/Booster Station w/Ground Storage & Disinfection)	7
Well/Booster Station w/Ground Storage, Disinfection & Remote Well(s)	3
Pressure Reducing Valve (PRV)	2
W-4: Well/Booster Station w/Ground Storage, Disinfection & Fire System	1
Well Facility with Pressure Tank Only	2
<b>TOTAL</b>	<b>20</b>
<b>Note:</b> All facilities have disinfection except Booster Stations, Elevated Tanks & PRVs	
Wastewater Facilities	
Type	Number
Air Ejector	4
Smith & Loveless	44
Submersible (includes grinder pump)	8
Suction Lift (Gorman Rupp)	2
Wet Well/Dry Well	15
<b>TOTAL</b>	<b>73</b>

The following schedule is proposed for the project. Exact dates and performance milestones will be negotiated with the selected Integration Specialist.

Contract Award - August 2016

Phase 1 Completion - June 2017

Project Complete (all sites) - June 2019

### **III. EXISTING SCADA SYSTEM**

JCSA's existing SCADA System consists of Allen-Bradley SLC 5/03 and 5/05 PLCs at the remote sites, which are polled by three SLC 5/05 polling PLCs at the Tewning Road Operations Center. Two SLC 5/05 PLCs poll the wastewater sites and one SLC 5/05 polls the water sites. Verizon ISDN digital telephone lines are utilized for SCADA communication between the polling PLCs and the PLCs at the remote sites. The PLC at each remote site is installed in a NEMA 12 enclosure with associated selector switches, pilot devices, and components. The PLC control panel interfaces with the field devices, motor controls, and instrumentation to provide the interface for monitoring and control of the remote station.

The SCADA system utilizes Rockwell Software FactoryTalk View SE HMI software, and Client/Server and FactoryTalk Viewpoint software at the Tewning Road Operations Center to perform the data gathering and man machine interface tasks. The FactoryTalk View SE software is installed on a server located in the IT Room in the Tewning Road Operations Center. Data from the remote sites is transferred to the polling PLCs and displayed by the HMI software. JCSA currently has a license for seven Factory Talk View clients and 15 FactoryTalk Viewpoint licenses.

The SCADA system uses a 10BaseT Ethernet network for the workstations at the Tewning Road facility. Personal computers and Windows operating system software are implemented into the SCADA system for the HMI software. The network is designed and installed on an Ethernet /IP platform.

Included in the SCADA network is a remote notification software package, WIN-911. This software notifies JCSA personnel of alarm and operational issues using a standard phone modem, Internet e-mail, and paging system.

The SCADA System for the Five Forks Water Treatment Plant is a stand-alone system consisting of an Allen-Bradley SLC 5/05 PLC with remote I/O racks, an operator interface terminal, and FactoryTalk View SE HMI software. The Five Forks SCADA System is networked to the SCADA System at the Tewning Road Operations Center via the County's fiber optic network. This network is in the process of being upgraded from 1 MB to 10 MB.

### **IV. SCOPE OF WORK**

Due to the criticality and complexity of this project, JCSA requests proposals from qualified and experienced firms to provide a turnkey upgrade of the existing SCADA system to include all required programming, system integration and coordination with JCSA staff and other third party contractors such as communication services, hardware and software Integration Specialists.

The Integration Specialist shall be required to keep all sites operational during the upgrade. JCSA shall assist the contractor in assessing available downtime at each facility considering factors such as flow

rate. JCSA may provide assistance with operational continuity as allowed by available staff and equipment. Remote sites shall be operating normally and be approved by the JCSA before returning to automatic control. The Integration Specialist shall make every effort to complete as much work as possible on Tuesday-Thursday due to maintenance normally performed on Mondays and Fridays. Before work begins at a remote site, the Integration Specialist shall develop a plan for maintaining operations that is acceptable to the JCSA and approved by the JCSA.

The Integration Specialist's price for this proposal shall be based on the work required for the SCADA upgrade for the seven Phase 1 sites including all work at the remote sites, and all work at the Tewning Road Operations Center and Five Forks Water Treatment Plant.

The Integration Specialist shall conduct a site survey to determine exact location, configuration and specifications for all software and hardware needed to meet the project requirements. The Integration Specialist shall develop an installation plan and design that identifies any changes that need to be made to the physical environment in order to accomplish the scope of work.

The SCADA upgrade project will include the design, fabrication, construction, programming, integration, and testing of the following:

1. Replace the existing Allen-Bradley SLC 5/03 or 5/05 PLC at each remote site with a new Allen-Bradley CompactLogix PLC or ControlLogix PLC depending on amount of I/O. This scope of work is detailed in Section V below.
2. Select a VPN Router/Firewall device for use at the remote sites based on security, product life, pricing, etc. List pros/cons and basis for selection.
3. Develop standard configurations for use with each VPN Router/Firewall device. Where possible, the configurations should be in the form of files that can be downloaded directly to the devices. Otherwise, the configurations can be provided in text documents.
4. Select a VPN Router/Firewall solution for use at the Tewning Road Operations Center based on security, product life, pricing, etc. List pros/cons and basis for selection. The VPN Router/Firewall at the Tewning Road facility shall be selected based on communication with 130 remote sites (107 current sites and approximately 23 future sites) via a single cable modem.
5. During the first phase, analyze JCSA's SCADA network to assure optimal usage of its capabilities. Make recommendations to eliminate latency and dropouts. Analyze JCSA's current remote site communications network and provide networking alternatives including use of Virtual Local Area Networks (VLAN) or Virtual Private Networks (VPN) to improve the reliability and security of the planned system. Provide configuration recommendations for existing servers to improve reliability, security and redundancy while serving as the HMI for Five Forks Water Treatment Plant and remote sites SCADA.
6. Select or recommend any additional hardware or software that may be required. List pros/cons and basis for selection.
7. Develop a bill of material for all necessary hardware and software purchases for each of the Phase 1 sites, and for the Tewning Road Operations Center.

8. Develop a plan and step by step written procedures to upgrade the PLCs at the remote sites. The procedure shall minimize the amount of time that the station needs to be off-line to perform the installation and checkout of the new PLC. Remote sites shall be operating normally and be approved by JCSA before returning to automatic control.
9. Develop a plan to keep individual remote sites operational during their conversions including coordinating with 3rd parties such as Cox.
10. Convert SLC 5/03 and SLC 5/05 RSLogix 500 PLC ladder logic programs to CompactLogix RSLogix 5000 PLC ladder logic programs. Standardize the programs in the process. The new RS Logix 5000 program layout should be similar to the existing RS Logix 500. For example, use the subroutines to keep the programs user and maintenance friendly.
11. Create a new, more modularized, cleaned up, and standardized FactoryTalk View SE HMI project to house the Business Internet remote sites as they are started up and commissioned. The existing FactoryTalk HMI shall be modified to point to the new sites. Once all the sites are converted, the old HMI project will be shut down.
12. JCSA electricians and facility operations staff will be on-site during the replacement of the existing SLC 5/03 PLCs with the new CompactLogix PLCs to perform quality control and assure proper operation of the facility after daily SCADA upgrade and system integration work is complete.
13. Train and advise JCSA employees on how to convert smaller sites (a list will be provided) with the idea that JCSA can eventually do them in-house.
14. Integrate VersaView panel or Industrial PC at Five Forks Water Treatment Facility to operate with new CompactLogix or ControlLogix processor at Five Forks Water Treatment Facility.
15. Provide turnkey conversions on larger sites (a list will be provided), and the Reverse Osmosis Plant.
16. Develop a standard for acceptance testing. All I/O points, PLC control functions, alarms and HMI graphics shall be verified and tested methodically using a standardized Excel checklist.
17. Provide on-site start-up and commissioning services as required to test and start-up each of the remote sites. JCSA shall witness all start-up and commissioning activity. Provide personnel on-site to correct any issues that arise.
18. A final project timeline will be agreed upon after the first phase. JCSA IT, SCADA programming and industrial electrician staff will coordinate with the Integration Specialist on integration activities. Water Production and Wastewater Maintenance Superintendents and staff will be involved in site selection, scheduling downtime, testing operation of completed facilities, providing access, etc. as these are their facilities. James City County and JCSA IT staff will be involved in setting up the VPN Router/Firewall at the Tewning Road Operations Center.
19. Standard guidelines shall be utilized for standardizing PLC logic for all installations.
20. Drawings and schematics shall be made in duplicate hard copy and electronic form of the PLC upgrade at each remote site location. An interconnection diagram showing all component interconnections relative to the SCADA installation shall be developed and delivered in duplicate

hard copy and electronic form for each remote site. All devices, connections and ports shall be marked and identified on the interconnecting, line and wiring diagrams.

21. At the beginning of the project, sequence of operations documents for each Phase 1 site shall be provided to the Integration Specialist. The Integration Specialist shall update these documents if changes are required during Phase 1. The Integration Specialist shall develop and deliver sequence of operations documents for facilities in subsequent phase(s) in a form acceptable to JCSA before the project will be considered complete.
22. Provide source code of all PLC programs including labels and rung descriptions along with all server and application setup and configuration.

## **V. PLC UPGRADE AT REMOTE SITES**

The existing PLC at each of the remote sites is an Allen-Bradley SLC 5/03 or 5/05 PLC, which is rack mounted with SLC I/O modules. (All Phase 1 sites have Allen-Bradley SLC 5/03 PLCs.) The PLC is currently polled by a SLC 5/05 PLC located at the Tewning Road facility via a Verizon ISDN phone line.

Under the SCADA Upgrade project, the existing SLC 5/03 and SLC 5/05 PLC at remote sites shall be removed and replaced with a new Allen-Bradley L33ER CompactLogix PLC. The new PLC shall be networked to the existing SLC I/O rack using a SLC Ethernet Adapter Module, which shall be installed in the existing I/O rack. The new PLC shall communicate with the Factory Talk View SE HMI software located at the Tewning Road Operations Center via Ethernet/IP protocol utilizing VPN Routers and Cox cable modems or Verizon wireless modems.

The Integration Specialist shall provide all materials and labor required to upgrade the PLC at each of the remote sites as shown on the Electrical Drawings in Appendix 3. This work shall be performed in the following sequence:

1. Furnish and install an Allen-Bradley L33ER CompactLogix PLC with a power supply at each site. The PLC shall be installed in the existing control panel at the site, or in a new control panel, as indicated on the Electrical Drawings. For remote sites not included in Phase 1, the Integration Specialist shall identify ample space and a location for the new CompactLogix installation. JCSA shall approve the location in advance of installation.
2. Install a VPN Router/Firewall in the control panel at each site that uses Cox for communications. The Integration Specialist shall recommend the equipment to be utilized for the VPN Router/Firewall and shall submit the recommended equipment to JCSA for their review and approval. Perform all programming/configuration required to set-up the VPN Router/Firewall for use in the SCADA System.
3. Install Ethernet Cable to network the CompactLogix PLC and the VPN Router/Firewall to the Cox Cable Modem.
4. Program each CompactLogix PLC using the latest version of RSLogix 5000 Professional Edition programming software and submit each PLC program to JCSA for review and approval. The RSLogix 5000 software shall be furnished by the Integration Specialist for this project and shall be turned over and licensed to JCSA at the completion of Phase 1. All programming shall be performed in relay logic and in accordance with JCSA's standard guidelines and software



configuration. Copies of the existing RS Logix 500 PLC programs will be provided by JCSA for use by the Integration Specialist in duplicating the existing SLC program in the new CompactLogix PLC. JCSA wants to keep the existing programming format using sub routines in the logic.

5. Program the CompactLogix PLC to perform data logging of all flow data.
6. Verify and demonstrate PLC communication to and from the FactoryTalk View SE HMI software installed at the Tewning Road Operations Center via the VPN Routers and cable modems. Set up communication fail alarms from HMI to all PLCs.
7. Check the I/O points, control logic and alarms programmed in the PLC with the HMI software graphic.
8. Replace the existing SLC 5/03 or 5/05 PLC with an SLC Ethernet Adapter Module, and network the SLC I/O rack to the CompactLogix PLC.
9. Test all existing PLC I/O points with the new CompactLogix PLC and the HMI software graphic.
10. Test all control logic programmed in the new CompactLogix PLC.

## **V. HMI SOFTWARE PROGRAMMING FOR REMOTE SITES**

Rockwell Software FactoryTalk View SE HMI software is currently installed on the server at the Tewning Road Operations Center. This software provides for monitoring and control of the SCADA System's remote sites. The software is currently programmed to access and display the data in the three SLC 5/05 polling PLCs located at Tewning Road.

Under the SCADA Upgrade, new graphic screens shall be created for each of the remote sites. The new graphic screens shall have tags corresponding to the tags programmed in the new CompactLogix PLCs. The new graphic screens shall access their data directly from the CompactLogix PLCs via the Ethernet/IP network established by the VPN Routers and Cox cable modems.

The graphic displays currently in use shall be used as templates for developing each new graphic display. The configuration of each graphic shall be reviewed with and approved by JCSA.

The HMI trending and alarming shall be modified to include the new tags programmed in the CompactLogix PLCs.

The existing report generation for the SCADA System shall be modified to implement the new tags for the process data.

Programming needs to be completed to assure the HMI takes precedence over data entries. For example if a field PLC pulls an old program, it shall not change all the setpoints in the HMI.

The development of the graphics, alarming, and reporting shall be a proactive effort with direct input from JCSA operations and maintenance personnel. The new SCADA graphics shall closely resemble the existing system to allow for continuity in system operation. Input from JCSA will be provided in the development stage to give continuity required for system standardization.

## **VI. WIN-911 SOFTWARE PROGRAMMING FOR REMOTE SITES**

WIN-911 alarm notification software is currently installed on the server at the Tewning Road Operations Center. This software provides for remote notification of the alarms at the remote sites. The Integration Specialist shall program this software as required for alarm notification based on the new alarm tags created for the sites where a new CompactLogix PLC is installed.

## **VII. FUTURE DATA CONCENTRATOR**

Under Phase 1, all PLC/HMI software programming shall be performed so that the PLCs at the remote sites communicate directly with the HMI software at the Tewning Road Operations Center via the Ethernet/IP network that is established by the VPN Routers and the Cox cable modems. Based on the performance of the SCADA communication with the Phase 1 sites, it may be necessary to add a data concentrator PLC at Tewning Road which will be utilized to perform the polling of the remote PLCs, and for concentration of the data that is displayed by the HMI software. Since the possibility of adding a data concentrator in the future exists, all PLC/HMI software programming shall be performed in a way that would facilitate the installation of the data concentrator PLC in the future, should it be determined that using a data concentrator would improve the system performance.

## **VIII. MEETINGS/WORKSHOPS**

JCSA intends to be an integral part of the SCADA System upgrade, and as such will be involved in all discussions/decisions involving hardware and software as well as software programming. To facilitate JCSA's role in the project, the Integration Specialist shall attend and participate in the following meetings/workshops with JCSA, which will be held at the Tewning Road Operations Center. Each meeting listed below is estimated to be approximately six (6) hours. In addition to the meetings listed below, regular progress meetings shall be held at mutually agreed upon intervals but the minimum frequency shall be monthly.

1. Kickoff meeting to review the Scope of Work for the project.
2. PLC Upgrade Meeting to review the hardware proposed for the remote sites and to discuss the selection of the VPN Router/Firewalls.
3. PLC Programming Workshop to discuss the format for the PLC programming at each remote site.
4. HMI Programming Workshop to discuss the HMI graphics for the Phase 1 sites.

The Integration Specialist shall work with JCSA to produce a detailed work plan, including milestone reviews, system installation, training, and ongoing support. The schedule shall define tasks to be performed, when they will occur, risks (if any) and expected impact on the current systems and/or production schedules. The plan shall clearly identify the party responsible for accomplishing each task listed. The plan may be modified by mutual consent.

## **IX. SYSTEM TESTING**

All system testing shall be performed by the Integration Specialist and witnessed by JCSA to verify that all PLC programming and HMI software programming operates correctly. All testing shall be coordinated and scheduled with JCSA.

The Integration Specialist shall devise and document a system test plan, subject to JCSA approval. The system test plan shall provide a check-off list of all tests to be performed, a description of each test, the expected results of each test, and the schedule for the system test. As part of the system test, the Integration Specialist shall demonstrate the ability of the new system components to exchange data with the existing system.

The system checklist, when signed as complete by the JCSA and the Integration Specialist, signifies completion of the system test.

JCSA shall be the sole judge of whether or not the system has passed all tests performed. If, in JCSA's judgment, it is determined that the system has not passed a required test, the Integration Specialist may request a written description of the way in which the system's performance was unsatisfactory, so that the Integration Specialist may correct the system's defective performance.

The Integration Specialist shall support weekly project status meetings and comply with JCSA's requirements for project planning and status reporting.

The Integration Specialist shall perform the following system testing:

1. Test the SCADA communication via the Cox cable modems and the VPN Routers/Firewalls from the Tewning Road Operations Center to the remote sites.
2. Test each graphic display developed in the HMI software. The testing shall include the testing of data being transmitted from the PLC at the remote site to the HMI software, and the testing of data and control changes being transmitted from the HMI software to the remote PLC.
3. Test each PLC input and output, and all alarms generated in the PLC to verify that the point/alarm displays correctly in the HMI software. Digital points shall be tested for change of state, and analog points shall be tested at 0, 25, 50, 75 and 100 percent of their value.
4. Test the PLC controls and all control strategies programmed in each PLC.
5. Test the HMI trends by simulating the process variable at the remote site and verifying that it displays correctly on the trend.
6. Test all system alarms by simulating the alarms at the remote sites and verifying that the alarm displays correctly in the HMI software, and the alarm calls out from the WIN-911 software.
7. System Testing shall not be considered complete until JCSA representatives witness successful operation of all system components.

## **X. SYSTEM ACCEPTANCE**

After the system testing is complete, JCSA personnel shall perform the acceptance test for a period of approximately 30 days.

During the acceptance test period, it is required that all Integration Specialist supplied software operate failure free and at demonstrated speeds in the JCSA production-computing environment.

In measuring acceptance, a system failure resulting from external causes, including but not limited to acts of God or fire will be excluded from the acceptance testing.

System failures, which occur and are not covered by the preceding paragraph, shall require a new period of acceptance testing at the discretion of JCSA.

JCSA shall be the sole judge of whether or not the system has passed all tests performed. If, in JCSA's judgment, it determines that the system has not passed a required test, Integration Specialist may request a written description of the way in which the system's performance was unsatisfactory in order that the Integration Specialist may correct the system's defective performance.

If it is discovered that the system or any part thereof requires correction, JCSA shall, nevertheless, have the absolute right to continue the use of the system until such time as it is convenient to JCSA for change implementation.

If the system does not function because of a problem in the JCSA's production computing environment, it is the Integration Specialist's responsibility to define/document the problem and furnish the corrective action to fix the problem. JCSA shall be the sole determinant of whether or not the Integration Specialist will actually install and implement the fix.

JCSA shall notify the Integration Specialist in writing when the system has passed/completed the final acceptance test.

## **XI. SYSTEM TRAINING**

The Integration Specialist shall submit a training plan outlining who will be trained, what topics will be covered and how training will be implemented.

The Integration Specialist shall provide at least eight hours of training on the upgrades to the PLC/SCADA system including training on the CompactLogix PLCs, VPN Router/Firewalls, software programming, and use of new HMI graphics. This training shall be conducted on two separate days with four hours of training being performed each day. Training shall be performed at the Tewning Road Operations Center.

## **XII. DOCUMENTATION**

Good documentation is vital to the success of the project. **All required Statement of Needs documentation in a form acceptable to JCSA shall be supplied before a site or phase shall be considered complete and eligible for final payment.**

The Integration Specialist shall provide a minimum of four (4) copies of a detailed Operations and Maintenance (O&M) Manual for the PLC/SCADA System upgrade to JCSA. The primary components of the manual will include the following information prepared by personnel familiar with the project:

1. Provide Operation and Maintenance Manuals, data sheets, software manuals, and wiring diagrams for the following major equipment items:
  - a. Control panel, Programmable Logic Controller (PLC), power supplies, communication modules, and associated components.
  - b. VPN Router/Firewalls.

- c. As-built wiring diagrams for each remote site.
  - d. Installation diagram for the VPN Router/Firewall at the Tewning Road Operations Center.
  - e. RSLogix 5000 PLC Programming Software.
  - f. Fully annotated, application PLC software developed for this project for each PLC. The applications software documentation shall include a printout of the actual PLC program including annotation developed for this project. A hard copy printout and computer file of the software shall be provided. An electronic copy of the updated program shall be given to the JCSA upon the acceptance of each facility to be kept on JCSA's server. The copy shall be in a format acceptable to the JCSA.
  - g. HMI application software developed for this project.
  - h. All SCADA related communications connections, including any external paging and interrogating system.
2. The O&M Manual shall satisfy the following requirements:
- a. All documentation in the O&M manuals shall be original documents, published by the equipment manufacturer. Photocopies of manuals published by the equipment manufacturer are not acceptable.
  - b. Technical manuals shall cover equipment comprising the hardware and software components of the system.
  - c. Provide a level of technical information suitable for an experienced electronics technician. Convey an understanding of how the system operates and provide sufficient procedures for operation and maintenance. Use tabulated data such as charts, tables, checklists and diagrams, in addition to written text.
  - d. Standard hardware manuals shall be acceptable, provided they are annotated to reflect the specific equipment provided and the specific equipment is identified.
3. Software manuals shall contain operating procedures for all routine system functions including backup, recovery, and data base management.

### **XIII. WARRANTY AND MAINTENANCE**

The Integration Specialist shall provide a minimum 1-year warranty on all work performed, including labor, supervision, hardware, software, parts and programming. The 1-year warranty for Phase 1 shall start after all work for Phase 1 is completed and accepted by JCSA.

Integration specialists proposing equipment from manufacturers who provide a longer warranty shall indicate the length of the warranty in their proposal.

Twenty-four hour, 365 days a year service availability is required for all critical system components. Critical system components are considered to be hardware, software and network elements installed under a contract resulting from this RFP whose failure could cause an inability to receive, send, generate or process SCADA communications.

A telephonic response to the JCSA's initial notification of a problem shall be made within two (2) hours.

When hardware service technicians shall respond on-site to the location of an identified problem, they shall arrive within one day of JCSA contact. The System Integrator shall be deemed to have been contacted at the time of telephone contact by JCSA or at the time of initial system alarm, if remote monitoring is employed.

Software service technicians shall be capable of performing all software support via remote diagnostics.

The System Integrator may offer a maintenance contract as part of the RFP response. The maintenance period shall commence upon expiration of the Warranty period. Any maintenance offered shall include software upgrades and/or new releases.

#### **XIV. JAMES CITY SERVICE AUTHORITY RESPONSIBILITIES**

James City Service Authority shall:

1. Provide Cox Cable or Verizon Wireless service to each of the remote sites, and to the Tewning Road Operations Center. The cable modems at each Cox site will be furnished by Cox and installed by JCSA. JCSA will provide wireless modems at sites served by Verizon Wireless. The Integration Specialist shall provide and install all equipment connecting to the Cox cable modems.
2. Provide access to all equipment and facilities as required to complete the project. Working hours for the project will be from 6:30 a.m. to 3:00 p.m., Monday to Friday, except for County holidays. A list of County holidays will be provided.
3. Provide site access to the Integration Specialist for the installation of the CompactLogix PLC at each facility and for software programming and testing at the remote sites and at the Tewning Road Operations Center.
4. The Integration Specialist is advised that they may utilize data from existing sources at their own risk. There shall be no claims allowed for extra costs resulting from incompleteness or inaccuracy of existing software, plans, databases, or other information. The Integration Specialist shall develop all field data necessary to satisfy the goals of the project.

## **APPENDIX 2 – PRICING**

## Appendix 2 Pricing

### Pricing for Phase 1 SCADA Integration

Please complete the following tables to detail your firm's Phase 1 pricing for each of the seven (7) Phase 1 sites, the JCSA Operations Center at 119 Tewning Road and Phase 1 Miscellaneous pricing.

#### W-5 (Well/Booster Station w/Ground Storage, Disinfection & Remote Well W-6)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL W-5 COST</b>	_____

#### W-6 (Remote Well for W-5)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL W-6 COST</b>	_____

#### W-39 Independent System (Well/Booster Station w/Ground Storage & Disinfection)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL W-39 COST</b>	_____



## Appendix 2 Pricing

### PRV-2 (Pressure Reducing Valve)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL PRV-2 COST</b>	_____

### LS 2-8 (Smith & Loveless)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL LS 2-8 COST</b>	_____

### LS 3-3 (Wet Well/Dry Well)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL LS 3-3 COST</b>	_____

## Appendix 2 Pricing

### LS 3-9 (Series Mounted Pumps)

Item	Description	Total Price
1	Hardware	
2	Hardware Installation	
3	PLC Programming	
4	Testing	
	<b>TOTAL LS 3-9 COST</b>	_____

### JCSA Operations Center-119 Tewning Road

Item	Description	Total Price
1	Hardware (VPN router)	
2	Hardware Installation	
3	HMI Software Programming	
4	WIN-911 Software Programming	
5	Testing	
	<b>TOTAL Ops Center COST</b>	_____

### Phase 1 Miscellaneous

Item	Description	Total Price
1	RS Logix 5000 Programming Software	
2	Training	
	<b>TOTAL Phase 1 Miscellaneous COST</b>	_____

## Appendix 2 Pricing

### Pricing for Phase 2 SCADA Integration

Phase 2 consists of the 100 sites summarized below in the table below. Please complete the following unit prices which shall be used as a basis to negotiate per site prices for Phase 2.

**PLC Programming:** \$\_\_\_\_\_ per I/O point

**HMI Software Programming:** \$\_\_\_\_\_ per I/O point

PHASE 2 SCADA INTEGRATION	
Well Facilities	
<u>Type</u>	<u>Number</u>
Booster Station with Ground Storage	2
Elevated Tank	2
Five Forks 5 MGD Reverse Osmosis Groundwater Treatment Facility	1
Independent System (Well/Booster Station w/Ground Storage & Disinfection	7
Well/Booster Station w/Ground Storage, Disinfection & Remote Well(s)	3
Pressure Reducing Valve (PRV)	2
W-4: Well/Booster Station w/Ground Storage, Disinfection & Fire System	1
Well Facility with Pressure Tank Only	2
<b>TOTAL</b>	20
<b>Note:</b> All facilities have disinfection except Booster Stations, Elevated Tanks & PRVs	
Wastewater Facilities	
<u>Type</u>	<u>Number</u>
Air Ejector	4
Smith & Loveless	44
Submersible (includes grinder pump)	8
Suction Lift (Gorman Rupp)	2
Wet Well/Dry Well	15
<b>TOTAL</b>	73

## **APPENDIX 3 – ELECTRICAL PLANS AND PLC MODIFICATION DRAWINGS**

Technical Appendix 3 shall be distributed directly by the Purchasing Office only to potential offerors who provide certification to attend the pre-proposal conference.

## **APPENDIX 4 – PLC I/O LIST**

**Technical Appendix 4 shall be distributed directly by the Purchasing Office only to potential offerors who provide certification to attend the pre-proposal conference.**

## **APPENDIX 5 – SCADA SYSTEM ARCHITECTURE DRAWING**

**Technical Appendix 5 shall be distributed directly by the Purchasing Office only to potential offerors who provide certification to attend the pre-proposal conference.**